Indent/Tender Reference No: BESCOM/ 23-24/IND0012
Dated: 16.09.2023

Section-III

General Conditions of Contract

FOR

Replacement of existing Video Projection Wall System (VPS) by new VPS at both Control Centres (HSR & Rajajinagar) DAS, BESCOM, Bangalore for three years standard warranty plus two years of AMC service.

Issued By

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A. INTRODUCTION

1. DEFINITIONS

1.1. '**Contract'** means the agreement entered into between the Owner and the Contractor as per the Contract Agreement signed

by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.2. '**Owner or Employer'** shall mean Bangalore Electricity Supply Company, Limited (BESCOM) and shall include its legal representatives, successors and assigns.

1.3. **'Contractor', 'Manufacturer'** shall mean the Bidder whose bid will be accepted by the Owner for the award of the Works and shall include such Contractor's legal representatives, successors and permitted assigns.

1.4. **'Bidder'** shall mean an individual bidder participating in the tender, who may be a registered sole proprietorship firm, a partnership firm or a company registered under companies' act.

1.5. '**Control Centre**' shall mean and include the BESCOM Integrated Control Centre located at HSR Layout and Rajajinagar, Bangalore.

1.6. **'Engineer'** shall mean the officer appointed by the BESCOM to act as Engineer from time to time for the purpose of the Contract.

1.7. The terms **'Equipment', 'Stores'** and **'Materials'** shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.

1.8. **'Works'** shall mean and include supplying of Equipment/Material in the Scope of the Contractor and extending all Services, as per the Specifications and Complete Erection and Putting into Satisfactory Operation including all Transportation, Handling, Unloading and Storage at the Site and all other activities to be carried out by the Contractor as per the detailed scope of the work.

1.9. **'Specifications'** shall mean the Specifications and Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.

1.10. The term **'Contract price'** shall mean the percentage on Amount put to tender quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the works.

1.11. The term **'Equipment/material Portion'** of the Contract price shall mean the total value of the equipment including all applicable taxes and duties, F&I, Insurance etc.

1.12. The term '**Commission Portion'** of the Contract price shall mean the value of installation activities of the works including erection and putting into satisfactory operation including successful completion of performance and guarantee tests to be performed at **Control Centre** by the Contractor including cost of insurances.

1.13. **'Manufacturer's Works' or 'Contractor's Works'**, shall mean the place of work used by the Contractor for the performance of the Contract.

1.14. **'Notice of Award of Contract'/ 'Letter of Award' / 'Letter of Intent'** shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.

1.15. **'Date of Contract'** shall mean the date on which Notice of Award of Contract/Letter of Award has been issued.

1.16. **'Month'** shall mean the calendar month. **'Day' or 'Days'** unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each. A **'Week'** shall mean continuous period of seven (7) days.

1.17. **'Writing'** shall include any manuscript, type written or printed statement, with signature and/or seal as the case may be.

1.18. When the words **'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted',** or words and phrases of like importance are used, the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer.

1.19. **'Video projection System/VPS'** shall include Display screen, Computer System attached to the VPS, Controller and support accessories required to set up the Video projection wall at both the control centres.

1.20. **'Guarantee Period'** shall mean the period during which the Contractor shall remain liable for repair, replacement of any defective parts / failures of the works performed under the contract, along with monitoring and ensuring healthy operation of the Video Projection System.

1.21. **'Warranty Period'** shall mean the period during which the Contractor shall remain liable for repair, replacement and ensuring healthy operation of the works performed under the Contract.

1.22. **'Drawings'**, shall mean all:

(a) Drawings submitted by the Contractor with his bid provided such drawings are acceptable to the Owner.

(b) Engineering data and drawings submitted by the Contractor as per designs during the progress of the work provided such drawings are acceptable to the Engineer/Owner.

1.23. Words imparting the singular only shall also include the plural and vice – versa where the context so requires.

1.24. Words imparting **'Person'** shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.

1.25. **'Bidding Documents', 'Bid Documents'** means Information & Instructions, General Conditions of Contract, Technical Specifications, Drawings and other Annexures included in Sections IFB, ITB, GCC, TS, Annexures.

1.26. Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any

The various Acts and Regulations are normally available for sale with leading authorized Government of Indian Book-Sellers.

1.27. '**Site Acceptance Test'** means verification of proper installation at site by Engineer.

1.28. In addition to the above the following definitions shall also apply

a) **'All equipment and materials'** to be supplied shall also mean **'Goods'.**
b) **'Constructed'** shall also mean **'erected and installed'.**
c) **'Contract Performance Guarantee'** shall also mean **'Contract Performance Security'**.

1.29. Successful operation means the materials installed shall be in service & performing satisfactorily as per Technical specification.

2. APPLICATION

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. STANDARDS

The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned; to the authoritative standard appropriate to the goods and such standards shall be the latest issued by the concerned institution.

4. LANGUAGE AND MEASURES:

All Documents pertaining to the Contract including Specification, Schedules, Notices, Correspondence, Routine Operation Instructions, Organograms/ Drawings or any other Writing shall be written in English language. The Metric System of measurement shall be used exclusively in the Contract.

5. CONTRACT DOCUMENTS:

The term Contract Documents shall mean and include the following which shall be deemed to form an integral part of the Contract:

a) Instructions to Bidders, General Terms and Conditions of Contract, Annexures provided with the bid document.

b) Specifications of the VPS to be provided under the Contract as brought out in the bid document(ITB).

c) Agency/Bidder's Bid Proposal and the Documents attached thereto including the Letters of Clarifications thereto between the Agency/Bidder and the Owner/Employer prior to the Award of Contract except to the extent of repugnancy.

d) All Documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole.

e) Letter of Award and any agreed variations of the Conditions of the Documents and General Terms and Conditions of Contract, if any.

f) In the event of any conflict between the above mentioned Documents, the matter shall be referred to the Authorised Personnel from the BESCOM Management whose decision shall be considered as final and binding upon the Parties.

g) All the relevant Information/Material furnished by the Contractor such as Specifications of Material/Equipment, Design, Literature, Drawings or any other Data during the course of Contract will become the Property of BESCOM and BESCOM will have full rights to use the same elsewhere.

6. USE OF CONTRACT DOCUMENTS AND INFORMATION:

a) The Contractor shall not, without BESCOM's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of BESCOM in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.

b) The Agency/Bidder shall not, without the Owner/Employer's prior written consent, make use of any Document or information enumerated in various Contract Documents except for purpose of performing the Contract.

c) The Agency/Bidder shall not communicate or use in Advertising, Publicity, Sales Releases or in any other Medium, Photographs or other reproduction of the Works under this Contract, or descriptions of the Site, Dimensions, Quantity, Quality or other information, concerning the Works unless prior written permission has been obtained from the Owner/Employer.

7. INDEPENDENT CONTRACTOR

a. The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.

b. Subject to provisions of the Contract, the Contractor shall be solely responsible for manner in which the Contract is performed. All employees, representatives or Subcontractors engaged by Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of BESCOM, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to

create any contractual relationship between any such employees, representatives or Subcontractors and BESCOM.

8. GOVERNING OF CONTRACT

a. Notwithstanding anything stated elsewhere in the bid documents, the Contract to be entered into will be treated as a single contract for supply of works, services and materials as detailed in the scope of works.
b. The Contract shall in all respects be construed and governed according to Indian Laws.

9. AMENDMENT

No amendment or other variation of the contract shall be effective unless it is in writing, is dated, expressly refers to the contract, and is signed by a duly authorized representative of each party hereto.

10. JURISDICTION OF THE CONTRACT

The laws applicable to the Contract shall be the laws in force in India. The Courts of Bengaluru City of Karnataka State in India shall have exclusive jurisdiction in all matters arising under this Contract.

11. MANNER OF EXECUTION OF CONTRACT:

a) The Contract, unless otherwise agreed to, shall be signed within **15 days** of acceptance of the Letter of Intent, at the Office of the Owner/Employer at Bangalore or other place as mentioned in the Letter of Intent on a date and time to be mutually agreed to. The Agency/Bidder shall provide for signing of the Contract, Performance Guarantee, appropriate Power of Attorney and other requisite Materials. In case the Contract is to be signed beyond the stipulated time, the Bid Security submitted with the proposal shall be extended accordingly.
b) The Agreement shall be signed in **Two** Originals and the Agency/Bidder shall be provided with one signed Original copy and the Owner/Employer will retain the other.
c) Subsequent to signing of the Contract, the Agency/Bidder at his own Cost shall provide the Owner/Employer with at least ten (10) true Bounded Copies of Agreement, PBG, tender document etc., within thirty (30) days after the signing of the Contract.
d) BESCOM will issue Detailed Work Award (DWA) after receipt of Contract agreement and Performance Bank Guarantee

12. ENFORCEMENT OF TERMS:

The failure of either Party to enforce at any time any of the provisions of this contract or any rights in respect thereto or to exercise any option therein

provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either Party of any of its rights herein shall not preclude or prejudice either Party from exercising the same or any other right it may have under the Contract.

13. INSTALLATION

The new Video Projection System shall be installed at BESCOM integrated Control Centre-1, HSR Layout & BESCOM integrated Control Centre-2, Rajajinagar. Details of sites will be provided by Employer.

14. COMPLETION OF THE CONTRACT

Unless otherwise terminated under the provisions of any other relevant clause, the contract period from date of issue of DWA shall be completed by 45 days within which the works are to be completed unless extended, and the liability for the materials/equipment supplied during the course of the contract shall be for the guarantee period as provided for under the clause B entitled 'Guarantees & Liabilities' in this section.

15. EXTENSION OF CONTRACT:

The contract shall be extendable for one more year on mutual Agreement by both the parties (Employer and Agency). The Performance Bank Guarantee shall be extended for period of more than 90 days after the extension period of Contract as agreed upon.

B.GUARANTEES & LIABILITIES

16. TIME – THE ESSENCE OF THE CONTRACT

a. The timelines for "***Replacement of existing LED based Video Projection System (VPS) by new VPS at BICC-1, HSR Layout and BICC-2, Rajajinagara in Bengaluru"*** as detailed in the scope of the works and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete the work in stipulated timelines.

b. The Contractor shall complete the work as detailed in the scope of work within 45 days from the date of issue of work award. However, consequent to delay in execution of works attributable to BESCOM, the Contractor shall not be held responsible for the same.

17. EFFECTIVENESS OF CONTRACT:

The Contract shall be considered as having come into force from the date of the Detailed Work Award.

18. COMPLETION TIME GUARANTEE

a. The Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified in the bid documents) within the Time for Completion specified in the bid documents pursuant to GCC Clause 14.
b. If the Contractor fails to comply with the Time for Completion in accordance with GCC Clause 14 for the whole of the facilities, (or a part for which a separate time for completion is agreed if any) then the Contractor shall pay to BESCOM as liquidated damages for such default and not as a penalty, without prejudice to BESCOM's other remedies under the Contract, for each week or part thereof which shall elapse between the relevant Time for Completion and the User Acceptance date of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of ten percent (10%) of Contract Price. BESCOM may, without prejudice to any other method of recovery, deduct the amount of such damages from any payment due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.
c. No bonus will be given for earlier Completion of the Facilities or part thereof.

19. GUARANTEE/WARRANTY

a. The Contractor shall guarantee that all Equipment supplied by him will be new, unused and in accordance with the Contract Documents and free from defects in Material and Workmanship for a period of 36 Months from the date of issue of site acceptance by BESCOM. No repairs or replacement shall normally be carried out by BESCOM, when the Equipment is under the supervision of the Contractor's Supervisory Engineer.
b. Any defects noticed and/or failures/breakdown occurred during this period shall be rectified at free of cost to BESCOM. The repaired or new parts shall be supplied and erected at free of cost by the Contractor. Irrespective of number of failures and repairs, the contractor shall be responsible for free replacement of the defective materials supplied by the Contractor till the completion of Warranty period. If they are not rectified or replaced within this period, the contractor shall pay Liquidated Damages as per Liquidated Damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures.
c. If any repair is carried out on contractor's behalf at the site, the Contractor shall bear the cost of such repairs. The cost of any special work required or general overhaul rendered necessary during

the contract period due to defects in the material or defective work carried out by the Contractor shall be borne by the Contractor.

d. The incidental expenses, transport and freight charges for the replacement of defective materials within the contract period may also be borne by the contractor till such time it serves its stipulated contract period.

e. Site acceptance by BESCOM shall in no way relieve the Contractor of his obligations under guarantee clause.

f. The contractor shall guarantee among other things, the following
   a) Quality and strength of materials used.
   b) Safe electrical and mechanical stresses on all parts of the equipment under all specified conditions.

g. The provisions contained in this clause shall also be applicable in cases of normal wear and tear of the parts of the equipment supplied by the contractor.

20. TAXES, PERMITS & LICENCES

a. The bidders have to quote GST and any other applicable Taxes prevailing as on date of bid opening and the same shall be clearly spelt out in the offer. If no mention is made then prices quoted will be evaluated as inclusive of all taxes.

b. GST will be paid as indicated by the Bidder in the Price Bid.

c. If there is any concession/reduction in the GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.

d. Any such Taxes, Duties, Levies etc., or rates not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by BESCOM.

e. In case of deductions of statutory taxes, prevailing procedure will prevail.

f. As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, BESCOM shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of the Law.

g. Before quoting, the Bidder shall ascertain from the concerned Tax Authorities of Government of Karnataka, the applicability of Work Contract Tax, Service Tax etc., in respect of this contract and include the same in the quoted Price. No separate Claim in this regard will be entertained by BESCOM, as it is the responsibility of the Bidder to pay all these Taxes.

h. If there is any enhancement in the statutory taxes like GST, due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCOM.

i. No claim for any increase towards statutory variation regarding enhancement of existing tax, GST or duty or introduction of a new tax or duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the supplier.

21. REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

a. If during the performance of the Contract, Engineer shall decide and inform in writing/or through mail to the Contractor that the Contractor has supplied any equipment inferior to the quality specified, the Contractor on receiving notice of such defects or deficiencies shall at his own expense within three (3) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, furnish fresh equipment/materials up to the standards of the specifications as per BESCOM instructions. In case, the Contractor fails to do so, the Engineer may proceed to replace the equipment/materials so complained at the cost of the Contractor. Payments will not be made against that equipment or will be deducted from the payments due to the contractor.

b. In the event of emergency where in the judgment of the Engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the contractor and the cost of such work shall be paid by the contractor. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist where possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the contract.

c. The Contractor's full and extreme liability under this clause shall be satisfied by the payment to BESCOM of extra cost, of such replacement procured including erection as provided for in the Contract, such extra cost being the ascertained difference between the price paid by BESCOM for such replacements and the Contract Price by portion for such defective equipment/materials/works and repayments of any sum paid by BESCOM to the Contractor in respect of such defective equipment/material. Should BESCOM not so replace the defective equipment/materials the Contractor's extreme liability under this clause shall be limited to repayment of all sums paid by BESCOM under the Contract for such defective equipment/materials.

22. PATENT RIGHTS AND ROYALTIES

a. Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the works shall

be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep BESCOM indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the Works, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against BESCOM, the same shall be defended at the cost and expense of the Contractor who shall also satisfy/comply with any decree, order or award made against BESCOM. But it shall be understood that no such machine, plant, work, material or thing has been used by BESCOM for any purpose or any manner other than that for which they have been furnished and installed by the Contractor and specified under these specifications. Final payment to the Contractor by BESCOM will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any part thereof furnished by the Contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Contractor shall at his option and at his own expense, either procure for BESCOM, the right to continue the use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

23. DEFENSE OF SUITS:

If any action in court is brought against BESCOM or Engineer or an officer or agent of BESCOM, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractors, or in connection with any claim based on lawful demands of Sub-Contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep BESCOM, and the Engineer and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

24. LIMITATION OF LIABILITIES

Except in cases of gross negligence or willful misconduct,

a) The contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or

damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and

b) The aggregate liability of the contractor to the Employer whether under the contract, in tort or otherwise, shall not exceed twenty (20%) of total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the Employer with respect to patent infringement.

25. ENGINEER'S DECISION

a. In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the certificates, the Engineer shall, if required to do so by the Contractor, give in writing a decision thereon.

b. If, in the opinion of the Contractor, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer, within seven (7) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer's decision and the decision shall become final and binding.

c. The Engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration. It is the intent of the Agreement that there shall be no delay in the execution of the works and the decision of the Engineer as rendered shall be promptly observed.

26. POWER TO VARY OR OMIT WORK

a. No alterations, amendments, omissions, suspensions or variations of the Works (hereinafter referred to as 'variation') under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full powers subject to the provisions hereinafter contained, from time to time during the execution of the Contract, by notice in writing to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer in

charge confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract Price as the case may be.

b. In the event of Engineer requiring any variation, a reasonable and proper notice shall be given to the Contractor to enable him to work his arrangement accordingly, and in cases where goods or materials are already prepared or any design, drawings or pattern made or work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.

c. In any case in which the Contractor has received instructions from the Engineer as to the requirement of carrying out the alterations or additional or substituted work which either then or later on, will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Engineer to that effect. But the Engineer shall not become liable for payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the Engineer.

d. If any variation in the Works results in reduction of Contract Price, the parties shall agree, in writing, so to the extent of any change in the price, before the Contractor proceeds with the change.

e. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Engineer in charge shall prevail.

f. Notwithstanding anything stated above in this clause, the Engineer shall have the full power to instruct the Contractor, in writing, during the execution of the Contract to vary the quantities of the items or groups of items in accordance with the provisions of clause entitled 'Change of Quantity' in section GCC. The Contractor shall carry out such variations and be bound by the same conditions as though the said variations occurred in the Contract Documents. However, the Contract Price shall be adjusted at the rates and the prices provided for **the original quantities in the Contract.**

27. ASSIGNMENT OF CONTRACT

For components/equipment procured by the Contractor for the purposes of the Contract, after obtaining the written approval of BESCOM, the Contractor's purchase specifications and enquiries shall call for quality plan to be submitted by the suppliers along with their Proposals. The quality plans called for from the Vendors shall set out, during the

various stages of manufacture and installation, the quality practices and procedures followed by the Vendors quality control organization, the relevant reference document/standard used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendors shall be discussed and finalized in consultation with the Engineer and shall form a part of the Purchase Order/Contract between the Contractor and the Vendor. Within three weeks of the release of the Purchase Orders/Contracts for such bought out items/components a copy of the same without price details but together with detailed purchase specifications, quality plans and delivery conditions shall be furnished to the Engineer by the Contractor.

28. CHANGE OF QUANTITY

a. During the execution of the Contract, BESCOM reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions subject to the specific provision for the individual items but the total variations in all such items under the Contract shall be limited to a percentage of the Contract price.
b. The Contract price shall accordingly be adjusted based on the unit rates available in the Contract for the change in quantities as above. The base unit rates, as identified in the Contract shall however remain constant during the currency of the Contract. In case the unit rates are not available for the change in quantity, the same shall be subjected to mutual agreement.
c. The total variations in all such items under the contract shall be limited to twenty-five percent (25% + or -) of the contract price. The amount put to tender is provisional it may vary and the Contractor shall be responsible for supply and execution of such final quantities for completion of works and they shall be paid for such finalized quantity at the unit rate indicated in the Letter of Award during the contract period.

29. PACKING, FORWARDING AND SHIPMENT

a. The Contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to the Site and storage at the Site till the time of erection. The Contractor shall be held responsible for all damages due to improper packing.
b. The Contractor shall notify BESCOM of the date of each shipment from his works, and the expected date of arrival at the Site for the information of BESCOM.

c. The Contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information BESCOM may require.
d. The following documents shall be sent by registered post to BESCOM within three days from the date of shipment, to enable BESCOM to make progressive payments to the Contractor.
e. The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose materials forming each and every consignment dispatched to Site.
f. The Contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works up to the Site and also till the equipment is installed. He shall be solely responsible for proper storage and safe custody of all equipment.

30. COOPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

The Contractor shall agree to cooperate with BESCOM other Contractors and Consulting Engineers and freely exchange with them such technical information as is necessary and to avoid unnecessary duplication of efforts. The Engineer shall be provided with three copies of all correspondence addressed by the Contractor to other Contractors and Consulting Engineers of BESCOM in respect of such exchange of technical information.

31. NO WAIVER OF RIGHTS

Neither the inspection by BESCOM or the Engineer or any of their officials, employees, or agents nor any order by BESCOM or the Engineer for payment of money or any payment for or acceptance of, the whole or any part of the Works by BESCOM or the Engineer, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any provision of the Contract, or of any power herein reserved to BESCOM or any right to damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

32. CERTIFICATE NOT TO AFFECT RIGHT OF BESCOM AND LIABILITY OF THE CONTRACTOR

No interim payment certificate of the Engineer, nor any sum paid on account by BESCOM, nor any extension of time for execution of the Works granted by the Engineer shall affect or prejudice the rights of BESCOM against the Contractor or relieve the Contractor of his obligation for the due performance of the Contract, or be interpreted as approval of the Works done or of the equipment furnished and no certificate shall create liability for BESCOM to pay for alterations, amendments, variations or additional works not ordered, in writing, by

the Engineer or discharge the liability of the Contractor for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify BESCOM, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of BESCOM against the Contractor.

33. PROGRESS REPORTS AND PHOTOGRAPHS

During the various stages of the work in pursuance of the Contract, the Contractor shall at his own cost submit periodic progress reports as may be reasonably required by the Engineer and detailed in the scope of works with photographs etc. or as may be required by the Engineer.

34. COMPLETION OF THE FACILITIES AND SITE ACCEPTANCE

As soon as the installation has been completed and put in a tight and clean condition as specified in the Technical Specifications, the Contractor shall so notify BESCOM in writing. BESCOM shall verify proper installation at site by Engineer and issue the site acceptance.

35. OWNER/ EMPLOYER'S DECISION:

a) In respect of all matters which are left to the decision of the Owner/Employer including the granting or with-holding of the Certificates, the Owner/Employer shall, if required to do so by the Agency/Bidder, give in writing a decision thereon.

b) If, in the opinion of the Agency/Bidder, a decision made by the Owner/ Employer is not in accordance with the meaning and intent of the Contract, the Agency/Bidder may file with the Owner/Employer, within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Owner/Employer's decision and the decision shall become final and binding.

c) It is the intent of the Agreement that there shall be no delay in the execution of the Works and the decision of the Owner/Employer as rendered shall be promptly observed.

36. CERTIFICATE NOT TO AFFECT RIGHT OF OWNER/EMPLOYER AND LIABILITY OF AGENCY/BIDDER:

No interim Payment Certificate of the Owner/Employer, nor any Sum paid on account by the Owner/Employer, nor any extension of time for execution of the Contract granted by the Owner/Employer shall affect or prejudice the rights of the Owner/Employer against the Agency/Bidder or relieve the Agency/Bidder of his obligation for the due Performance of the Contract, or be interpreted as approval of the Works done or of the Equipment furnished and no Certificate shall create liability for the Owner/Employer to pay for alterations, amendments, variations or

additional Works not Ordered, in writing, by the Owner/Employer or discharge the liability of the Agency/Bidder for the Payment of Damages whether due, ascertained, or certified or not or any Sum against the Payment of which he is bound to indemnify the Owner/Employer, nor shall any such Certificate nor the acceptance by him of any Sum paid on account or otherwise affect or prejudice the rights of Owner/Employer against the Agency/Bidder.

C. CONTRACT SECURITY AND PAYMENTS

37. CONTRACT PERFORMANCE GUARANTEE/GUARANTEE:

a) The successful Bidder shall enter in to an agreement in the prescribed format on stamp paper of Rs. 200/-. The Successful Bidder shall furnish Performance Guarantee to the Owner/Employer within fifteen (15) days from the date of receipt of LOI.

b) The Successful Bidder to whom the Contract is awarded, shall be required to furnish the Contract Performance Guarantee in the form of a Bank Guarantee in favour of the Owner/ Employer as Contract Performance Guarantee for faithful Performance of the Contract in accordance with the Terms and Conditions specified in the Contract.

c) The Guarantee amount shall be equal to **Ten percent (10%)** of the Contract Price and the Guarantee shall be valid till expiry of 90 days after the end of the Contract period.

d) The Contract Performance Guarantee amount shall be unconditional and irrevocable and the amount therein shall be payable to the Owner/Employer on demand without any condition whatsoever.

e) The Performance Bank Guarantee shall be discharged/returned by Owner/ Employer upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

f) In the event of the bidder being unable to service the contract for whatever reason, the Owner/Employer shall invoke the PBG. The Owner/Employer shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

g) The Owner/Employer shall also be entitled to make recoveries from the Bidder bills , PBG or any other payment due, in case of any error/ omission on bidder's part.

h) The PBG shall be furnished in the format prescribed by the employee (shall be provided on receipt of LOI by the successful bidder) given by contractor and approved by Employer.

38. TERMS OF PAYMENT

a. The Contract Price shall be paid as specified in the corresponding Annexure (Terms and Procedures of Payment) to the Contract

Agreement. The procedures to be followed in making application for and processing payments shall be those outlined in the same Annexure.

b. No payment made by BESCOM herein shall be deemed to constitute acceptance by BESCOM of the Facilities or any part(s) thereof.
c. All payments shall be made in the currency or currencies specified in the corresponding Terms and Conditions of Payment to the Contract Agreement.

39. PENALTY FOR DELAY IN EXECUTION/NON-EXECUTION OF THE WORK.

a. For delay in taking up the works as planned and not completing the installation of VPS, a penalty @ ½% per week will be levied against the works of that are delayed, subject to maximum of TEN percentage (10%) of cost on the portion of work which is not completed.
b. The period of continuance of delay beyond 90 days shall be at the discretion of the Engineer. If the Contractor still fails to complete the work within such extended period, the Contract shall be cancelled.
c. During the warranty period, if the contractor fails to provide replacement or service as defined, 10% of PBG cost on the portion of work which is not carried out will be deducted by BESCOM.
d. In a nut shell, Penalties levied for the following:
   I. Non-fulfilment of program of works within the stipulated period.
   II. The number of days delayed beyond the stipulated period for completing the work.
   III. Extra cost that might be incurred by BESCOM for getting the balance work completed through any other agency as it deems fit under the circumstances will be deducted from money due to him by BESCOM for work done under the Contract or otherwise.
   IV. Non Availability of Contractor Personnel during the execution of contract.
   V. The total amount of Penalty for delay under the contract shall be subject to a maximum of ten percent (10%) of the contract price and BESCOM has got every right to terminate the contract without any liability if it crosses 10%.

40. DEDUCTIONS FROM CONTRACT PRICE

All costs, damages or expenses which BESCOM may have paid, for which under the Contract the Contractor is liable, will be claimed by BESCOM. All such claims shall be billed by BESCOM to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within thirty (30) days of the receipt of the corresponding

bills and if not paid by the Contractor within the said period, BESCOM may then deduct the amount, from any money due or becoming due by him to the Contractor under the Contract or may be recovered by sections of Law or otherwise.

41. PAYMENT:

a) The Payment to the Agency/Bidder for the Performance of the Contract will be made by the Owner/Employer as per the guidelines and Conditions specified herein and as per the payment terms stipulated vide ITB clause 43 "Payment". All Payments made during the Contract shall be on account Payments only. The final Payment will be made on Completion of all Works and on fulfilment by the Agency/Bidder of all his liabilities under the Contract.

b) All Payments under the Contract shall be in Indian Rupees only.

c) The Contract Price Schedule shall remain constant throughout the period of execution of Contract.

42. TIME – THE ESSENCE OF CONTRACT

The Time and Date of Completion of the Contract as stipulated in the Contract by the Owner/Employer without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Agency/Bidder shall so organize his resources and provide the VPS as per requirement mentioned in ITB Clause 1.3 not later than the agreed date.

43. DEDUCTIONS FROM CONTRACT PRICE:

The candidates selected and providing services to BESCOM through the agency shall maintain official decorum and shall not act/cause damage and lead to any equipment failure that will require BESCOM to incur expenditure except for normal wear and tear. All Costs, Damages or expenses on such account(except wear and tear) which the Owner/Employer may have paid, for which under the Contract the Agency/Bidder is liable, will be claimed by the Owner/Employer. All such expenditure incurred by the employer will be deducted from the bills payable to the agency.

The employer will establish security for the equipment owned, however if any act of theft that is proved to have been committed by any worker providing service through the contractor, the value of the goods will be assessed by the employer and deducted from the bills of the contractor.

D. RISK DISTRIBUTION

44. TRANSFER OF TITLE

a. Transfer of title in respect of equipment and materials supplied by the Contractor to BESCOM pursuant to the terms of the Contract shall pass on to BESCOM with negotiation of dispatch documents.

b. This Transfer of Title shall not be construed to mean the acceptance and the consequent "Taking Over" of equipment and materials. The Contractor shall continue to be responsible for the quality and performance of such equipment and materials and for their compliance with the specifications until "Taking Over" and the fulfilment of guarantee provisions of this Contract

c. This Transfer of Title shall not relieve the Contractor from the responsibility for all risks of loss or damage to the equipment and materials as specified under the clause entitled "Insurance" of this Section.

d. In case, if any part of the entity which is involved in the contract is sold out/dissolution of Partnership during execution of contract, which affects the successful completion of project, BESCOM will levy additional 10% of Contract Value as Performance Security Deposit Additional Security deposit will be return back after successful completion of the contract.

45. INSURANCE

a. The Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Annexure. The identity of the insurers and the form of the policies shall be subject to the approval of BESCOM, who should not unreasonably withhold such approval. All the insurance to be made in India only.

(a)Transit Insurance During Transport

Covering loss or damage occurring while in transit from the Contractor's or Subcontractor's works or stores until arrival at the Site, to the Plant and Equipment (including spare parts there for) and to the Contractor's Equipment.

b) Erection All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period.

c) Third Party Liability Insurance

Covering bodily injury or death suffered by third parties (including BESCOM's personnel) and loss of or damage to property occurring in connection with the supply and installation of the Facilities.

d) Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

e) Workers' Compensation

In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

f) BESCOM's Liability

In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

g) Other Insurances

Such other insurances as may be specifically agreed upon by the parties hereto as listed in the said the corresponding Annexure.

b. BESCOM shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 41., except for Workers' Compensation and BESCOM's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 41.1 except for the Transit Insurance During Transport, Workers' Compensation and BESCOM's Liability Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

c. The Contractor shall, in accordance with the provisions of the corresponding Annexure (Insurance Requirements) to the Contract Agreement, deliver to BESCOM certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect. The certificates shall provide that no less than twenty-one (21) days' notice shall be given to BESCOM by insurers prior to cancellation or material modification of a policy.

d. The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor.

e. BESCOM shall at its expense take out and maintain in effect during the performance of the Contract those insurances specified in the corresponding Annexure (Insurance Requirements) to the Contract Agreement, in the sums and with the deductibles and other conditions specified in the said Annexure. The Contractor and the Contractor's

Subcontractors shall be named as co-insureds under all such policies. All insurers' rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies. BESCOM shall deliver to the Contractor satisfactory evidence that the required insurances are in full force and effect. The policies shall provide that not less than twenty-one (21) days' notice shall be given to the Contractor by all insurers prior to any cancellation or material modification of the policies. If so requested by the Contractor, BESCOM shall provide copies of the policies taken out by BECSOM under this GCC Sub-Clause 41.5

f. If the Contractor fails to take out and/or maintain in effect the insurances referred to in GCC Sub-Clause 41.1, BESCOM may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Contractor under the Contract any premium that BESCOM shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Contractor. If BESCOM fails to take out and/or maintain in effect the insurances referred to in GCC 41.5, the Contractor may take out and maintain in effect any such insurances and may from time to time deduct from any amount due BESCOM under the Contract any premium that the Contractor shall have paid to the insurer, or may otherwise recover such amount as a debt due from BESCOM. If the Contractor fails to or is unable to take out and maintain in effect any such insurances, the Contractor shall nevertheless have no liability or responsibility towards BESCOM, and the Contractor shall have full recourse against BESCOM for any and all liabilities of BESCOM herein.

g. Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause 41, and all monies payable by any insurers shall be paid to the Contractor. BESCOM shall give to the Contractor all such reasonable assistance as may be required by the Contractor. With respect to insurance claims in which BESCOM's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of BESCOM. With respect to insurance claims in which the Contractor's interest is involved, BESCOM shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor.

46. LIABILITY FOR ACCIDENTS AND DAMAGES

Under the Contract, the Contractor shall be responsible for loss or accidents which might arise owing to non – observation of safety requirements or else wise by its staff during erection of the Communication facility at remote or master sites. Also the contractor

shall be responsible for loss or damage to the plant until successful completion of commissioning as defined elsewhere in the Bid document.

47. DEMURRAGE, WHARFAGE, ETC.

All demurrage, wharfage, and other expenses incurred due to delayed clearance of the Material or any other reason shall be to the account of the Contractor.

48. FIRST AID

To deal with emergency/accidental eventualities at works site, the Contractor shall make all such arrangements necessary, such as services of an ambulance etc. for transportation to hospital at his own cost.

49. CONTRACTOR'S DEFAULT/LIQUIDATED DAMAGES

a. If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the Contract, BESCOM may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case BESCOM shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if BESCOM shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Contractor's hands and re-contract with any other person or persons to complete the works or any part thereof. BESCOM shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the Works or of completing the Works as the case may be. If the cost of completing of works or executing part thereof as aforesaid shall exceed the balance due to the Contractor, then the Contractor shall pay such excess.

b. BESCOM may accept the Completed works assessing the Liquidated damages for shortcomings in works against the Contractor as per provisions of the Technical Specifications and such assessed amounts shall be deducted from the Contract price or otherwise recovered. Liquidated damages will be levied against delay in works as defined in the clause 1.2 of IFB subject to maximum of 10% of the total contract value.

c. Such action by BESCOM as aforesaid the termination of the Contract under this clause shall not entitle the Contractor to reduce the value

of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract including guarantee period.

50. TERMINATION OF THE CONTRACT

The Contract is liable for termination on following grounds;

a) Deficiency of services
b) Breach of any terms of the contract

The Employer shall exercise its discretionary powers on the following:

a) Recover from the Agency the liquidated damages and penalty, as per the contract.
b) Obtain above services elsewhere, after giving the notice to the service provider at his risk & cost without cancelling the Contract.
c) To cancel the work award.
d) To black list the contractor.
e) Forfeit the performance bank guarantee furnished on non-performance of the contract as well as any dues payable to the employer by the way of penalty and liquidated damages.

The breach of agreement of any clause or clauses as stated above is liable for termination of agreement by giving fifteen (15) days' notice.

51. FORCE MAJEURE:

a) Force Majeure is herein defined as any cause which is beyond the control of the Agency/Bidder or the Owner/Employer as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the Performance of the Contract, such as:
    i. Natural Phenomena, including but not limited to Floods, Droughts, Earthquakes and Epidemics.
    ii. Acts of any Government, domestic or foreign, including but not limited to War, declared or undeclared, Priorities, Guarantees, and Embargoes.
    d) Provided either Party shall, within fifteen (15) days from the occurrence of such a cause, notify the other in writing of such causes.
    e) The Agency/Bidder or the Owner/Employer shall not be liable for delays in performing his obligations resulting from any Force Majeure cause as referred to and/or defined above. The date of Completion of Contract will subject to hereinafter provided, is extended by a reasonable time even though such cause may occur after Agency/Bidder's Performance of obligation has been delayed due to other causes.

f) Force majeure shall not include any event which is caused by the negligence or intentional action of a party or employees, or by a failure to observe good engineering practices.

g) Force Majeure shall not include insufficiency of funds of failure to make any payment required hereunder.

52. SUSPENSION OF CONTRACT:

a) The Owner/Employer reserves the right to suspend and reinstate execution of the whole or any part of the Contract without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the Works will be issued by the Owner/Employer to the Agency/Bidder in writing. The time for Completion of the Contract will be extended for a period equal to duration of the suspension.

b) Any necessary and demonstrable Cost incurred by the Agency/Bidder as a result of such suspension of the Works will be paid by the Owner/Employer, provided such Costs are substantiated to the satisfaction of the Owner/Employer. The Owner/Employer shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Agency/Bidder or his Sub-Agency/Bidder.

53. AGENCY'S DEFAULT

a) If Agency/Bidder shall fail to execute the Contract leads to breach of agreement as stated in **Clause 50** "Termination of Contract" and accordingly the Contract is liable for termination by giving fifteen (15) days' notice by Owner/Employer.

b) In addition, such action by the Owner/Employer as aforesaid shall not relieve the Agency/Bidder of his liability to pay Liquidated Damages for delay in Completion of Contract as defined under the clause "Liquidated damages" of this Section.

The agency will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under, and for its non-compliance, the agency shall be responsible for penalties levied by the appropriate authority under the Act. The agency shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc.). Depositing of PF contribution as may be applicable is the responsibility of the agency at his own expenses and shall not be reimbursed by the BESCOM. Any default in compliance, the agency shall be held responsible.

Such action by the Owner/Employer as aforesaid the termination of the Contract under this Clause shall not entitle the Agency/Bidder to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value as mentioned in Performance Guarantee Clause and till the period of 90 days after the completion the Contract.

54. TERMINATION OF CONTRACT ON OWNER/EMPLOYER'S INITIATIVE

a) The Owner/Employer reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under Clause entitled Agency/Bidder's Default. The Owner/Employer shall in such an event give fifteen (15) days' Notice in writing to the Agency/Bidder of his decision to do so. The Agency/Bidder, upon receipt of such Notice, shall discontinue the Workmen on the date and to the extent specified in the Notice, make all reasonable efforts to obtain cancellation of all Orders and Contracts to the extent they are related to the Workmen terminated and terms Satisfactory to the Owner/Employer. Stop all further Sub-Contracting or hiring activity related to the Workmen terminated, and assist the Owner/ Employer Works acquired under the Contract by the Owner/Employer.

b) In the event of such a termination the Agency/Bidder shall be paid the amount due to him for the work already under taken.

55. GRAFTS AND COMMISSIONS ETC.

Any Graft, Commission, Gift or advantage given, promised or Offered by or on behalf of' the Agency/Bidder or his Partner, Agent, Officers, Director, Employee or Servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner/Employer, shall in addition to any Criminal liability which it may incur subject the Agency/Bidder to the cancellation of this and all other Contracts and also to Payment of any loss or Damage to the Owner/Employer resulting from any cancellation. The Owner/Employer shall then be entitled to deduct the amount so payable from any money otherwise due to Agency/Bidder, under the Contract.

56. LAW, JURISDICTION, DISPUTES RESOLUTION and ARBITRATION

a) Party claiming that a Dispute has arisen under this work award must give the other Party a written notice of the particulars of the Dispute.

b) Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the Parties.

c) If the party fails to resolve such a dispute or difference by mutual consultation within thirty (30) days from the commencement of such dispute and

difference, either party may require that the dispute be referred to arbitration under the Arbitration and Conciliation Act, 1996 (Indian) and subsequent Amendments made thereon, to be adjudicated by a sole arbitrator to be appointed by mutual agreement of both the parties and the award of the arbitrator shall be final and conclusive and binding upon both the Parties. (The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed).

d) The place of arbitration shall be in Bangalore. The arbitral procedure shall be conducted in English language.

e) The cost of arbitration including the fees of arbitrator shall be borne by both the parties equally.

f) During the settlement of disputes and Arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the contract.

g) The award of the arbitrator shall be final and conclusive and binding upon the parties.

h) The courts of Bangalore only shall have the exclusive jurisdiction to deal with any issues arising out of this agreement.

57. NOTICES:

a) Any Notice given by one Party to the other, pursuant to Contract, shall be sent in writing by Registered Post with Acknowledgement Due or Email.
b) Notice(s) shall be deemed to have been duly and properly served upon the Parties hereto, if sent by any of the above-mentioned methods to the address mentioned in the Contract.
c) A Notice shall be effective when issued by one of above-mentioned means or on the Notice's effective date, whichever is later.

S/d
General Manager
DAS, BESCOM.